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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

ET SOLAR, INC.,
a California corporation,

Plaintiff,

v.

SUMECHT NA Inc., a Texas corporation
doing business as SUMEC NORTH
AMERICA INC.,

Defendant.

**COMPLAINT OF PLAINTIFF
ET SOLAR, INC. FOR:**

- 1. Breach of Contract;**
- 2. Breach of the Implied Covenant of
Good Faith and Fair Dealing; and**
- 3. Quantum Meruit.**

AND DEMAND FOR JURY TRIAL

Plaintiff ET Solar, Inc., a California corporation (“ET Solar”), through its attorneys and for its complaint against Defendant SUMECHT NA, Inc. (“SUMEC”), alleges the following:

I. NATURE OF ACTION

1. ET Solar manufactures and sells solar panels and other energy-related products. On March 15, 2016, ET Solar signed a contract (the “Agreement”) with SUMECHT NA Inc., a Texas company that does business as SUMEC North America Inc. (“SUMEC”) and sells outdoor power equipment and power tools. SUMEC agreed to purchase a large quantity of solar modules from ET Solar for a total price of \$10,413,546.19. ET Solar brings this action to collect the \$5,662,639.11 outstanding balance SUMEC owes under that Agreement.

1 **II. PARTIES**

2 2. Plaintiff ET Solar, Inc. (“ET Solar”) is a California corporation with a principal
3 place of business at 4900 Hopyard Road, Suite 310 in Pleasanton, California.

4 3. Defendant SUMECHT NA Inc. is a Texas company that does business as SUMEC
5 North America Inc. (“SUMEC”) and has its principal place of business at 3939 Royal Drive NW
6 Unit #234 in Kennesaw, Georgia. SUMEC sells power-related products and has done business in
7 California at all times relevant to this complaint

8 **III. JURISDICTION AND VENUE**

9 4. This Court has personal jurisdiction over SUMEC because SUMEC has transacted
10 business in California, caused injury to ET Solar in California, and expected—or should have
11 expected—its acts to have such consequences in California.

12 5. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332.
13 The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

14 6. Venue is proper because ET Solar is located in Alameda County and a substantial
15 part of the events giving rise to the claims alleged in this complaint occurred within the Northern
16 District of California.

17 **GENERAL ALLEGATIONS**

18 7. ET Solar manufactures and sells solar panels and other energy systems. Founded in
19 2005, the company quickly grew into a leading clean energy brand, and Bloomberg recognized ET
20 Solar as a Tier 1 solar panel manufacturer. The company’s unique products, sophisticated cloud
21 factory supply chain, and global operation distinguish it from its competitors.

22 8. On March 15, 2016, ET Solar signed a contract (the “Agreement”) with
23 SUMECHT NA Inc., a company that does business as SUMEC North America Inc. (“SUMEC”)
24 and sells outdoor power equipment and power tools. SUMEC agreed to purchase a large quantity
25 of solar modules from ET Solar for a total price of \$10,413,546.19. The parties’ agreement is
26 attached here as **Exhibit A**.

27 9. ET Solar delivered the solar modules and performed all its other duties required by
28 the Agreement. But SUMEC paid only about half the total amount due.

SECOND CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

22. ET Solar realleges and incorporates by reference all paragraphs above, as though fully set forth in this cause of action.

23. SUMEC and ET Solar entered into the Agreement, which is an enforceable contract between the parties.

24. ET Solar delivered the goods required by the Agreement.

25. Under the Agreement, SUMEC is required to pay \$10,413,546.19 for the goods delivered by ET Solar.

26. SUMEC unfairly interfered with ET Solar's right to receive the benefits of the Agreement.

27. SUMEC's breaches of the implied covenant of good faith and fair dealing related to the Agreement caused harm to ET Solar.

THIRD CAUSE OF ACTION

(Quantum Meruit)

28. ET Solar realleges and incorporates by reference all paragraphs above, as though fully set forth in this cause of action.

29. SUMEC expressly requested that ET Solar provide goods for SUMEC's benefit.

30. ET Solar delivered those goods as requested.

31. SUMEC has not paid in full for the services ET Solar provided.

32. The reasonable value of the goods ET Solar provided SUMEC and has not been otherwise compensated for is \$5,662,639.11.

PRAAYER FOR RELIEF

ET Solar respectfully requests that this Court award and order:

- A. General and special damages according to proof;
- B. Restitution and disgorgement of monies unjustly retained;
- C. Pre- and post-judgment interest as provided by law;
- D. An award of reasonable attorney's fees and costs of court; and

1 E. Such other and further relief as the Court may deem just and proper.

2 **DEMAND FOR JURY TRIAL**

3 ET Solar demands a jury trial on all claims.

4 Dated: August 28, 2020

5 CHAN PUNZALAN LLP

6 /s/ Mark Punzalan

7 Mark Punzalan

8 *Counsel for Plaintiff*

9 *ET Solar, Inc.*